

SECOND ADDENDUM

To the Share Purchase Agreement made between US Carbon Resolutions Corporation as the Buyer ("Buyer"), Cobalt Coal Ltd. as the Seller ("Seller") and Tailwind Capital Partners, Inc. as the Consenting Party ("Consenting Party") (collectively, the "Parties") as amended by the Closing Addendum.

WHEREAS the Parties have entered into the Share Purchase Agreement ("SPA") on August 24, 2015;

AND WHEREAS the Parties closed the transactions contemplated by the SPA ("Transactions") on December 7th, 2015 in Naples Florida ("Closing") which Closing was subject to the Closing Addendum also dated December 7, 2015 (the "Closing Addendum");

AND WHEREAS no payments due to be made to the Seller by the Buyer pursuant to the SPA or the Closing Addendum have been made as of the date hereof;

AND WHEREAS the Seller has consented to amend the payment due dates as provided for in this Second Addendum;

AND WHEREAS the parties agreed at Closing that the originals of the documents to be delivered to the Buyer by the Seller at Closing (the "Closing Documents"), including the minute book and share certificates representing the common shares being purchased by the Buyer, were to be held by the Seller until the Initial Consideration and the 8 Monthly Payments have been made by the Buyer to the Seller (the "Buyer's Payment Obligations") and the Seller confirms that it continues to hold those documents until the Buyer's Payment Obligations have been satisfied;

NOW THEREFORE THE PARTIES AGREE, for the consideration of \$10.00 and the mutual considerations contained herein, AS FOLLOWS:

1) Definitions:

The definitions of the terms "Initial Consideration" and "8 Monthly Payments" contained in the Closing Addendum are adopted herein.

2) Change of Due Dates on Payment by Buyer to Seller

- a) Payment of the Initial Consideration (\$50,000) shall be due and payable on or before May 31, 2016; and
- b) The first monthly payment due to paid pursuant to the 8 Monthly Payments requirement (\$100,000 per month for 8 months) shall be made on or before June 30 and shall continue thereafter for 7 additional months such that 8 monthly payments shall have been made by the end of each month commencing with the month of June, 2016.

3) Remain Terms of the SPA and Closing Addendum Not Changed

This Second Amendment addresses revisions to the Buyer's Payment Obligations (as defined herein) only and does not amend any other payment requirements required to be made by the Buyer. Each and all of the remaining terms of the SPA and the Closing Addendum shall remain in effect unchanged and enforceable in accordance with their terms.

4) Documents Currently Held by the Seller

The Parties confirm that the Seller shall continue to hold the Closing Documents until the Buyer's Payment Obligations have been satisfied whereupon the Seller will immediately forward the Closing Documents to the Buyer.

Signed this 3rd Day of March, 2015. *at.*

for Cobalt Coal Ltd.

US Carbon Resolutions Corporation

Tailwind Capital Partners, Inc.

4) Documents Currently Held by the Seller

The Parties confirm that the Seller shall continue to hold the Closing Documents until the Buyer's Payment Obligations have been satisfied whereupon the Seller will immediately forward the Closing Documents to the Buyer.

Signed this 3rd Day of March, 2015

Cobalt Coal Ltd.

Tadvised Capital Partners, Inc.

USC/John Resolutions Corporation

